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Walker River Paiute Tribe

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RESOLUTION OF THE GOVERNING BODY OF THE WALKER RIVER PAIUTE TRIBE

RESOLUTION NO. WR- 90 -2013

BE IT RESOLVED BY THE TRIBAL COUNCIL OF THE WALKER RIVER PAIUTE TRIBE THAT:

WHEREAS, the governing body of the Walker River Paiute Tribe is organized under the provisions of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984) as amended, to exercise certain rights of home rule and be responsible for the promotion of the economic and social welfare of its members; and

WHEREAS, the Walker River Paiute Tribe (Tribe) has received funding from EPA under the Clean Water Act Section 319 (h) Non-Point Source Management Program; and

WHEREAS, the Non-Point Source Management Program has a line item for retaining technical consultants to assist the Tribe in managing non-point source pollution for surface & ground water; and

WHEREAS, the Tribe's Non-Point Source Management Program & Water Quality Program has utilized the environmental firm of 7Q10 Inc., Lori Carpenter in the past; and

WHEREAS, the firm of 7Q10 Inc., Lori Carpenter have the capability to complete the work plan within the approved budget for the EPA Non-Point Source Watershed Based Plan Study & Assessment; and

NOW THEREFORE BE IT RESOLVED, the Tribe retain the services of 7Q10 Inc., Lori Carpenter, to update previous studies & assessments for the Non-Point Source Management Program; and

BE IT FINALLY RESOLVED, that the Walker River Paiute Tribal Council does authorize the Tribal Chairman, Vice Chairman or designated representative of the Walker River Paiute Tribal Council enter into, negotiate and execute an agreement thereto with 7Q10 Inc., Lori Carpenter, and that the authorities of this resolution shall remain in effect until such time as the contract is closed, renegotiated, or amended.

CERTIFICATION

It is hereby certified that the foregoing resolution of the Walker River Paiute Tribal Council composed of seven members of whom 6, constituting a quorum were present at a meeting held on the 14th day of, November 2013, and that the foregoing resolution was adopted by the affirmative vote of 5 FOR, AGAINST 0, and 0 ABSTAINED, pursuant to the authority contained in the Constitution and Bylaws of the Walker River Paiute Tribe of Nevada approved on March 26, 1937.

Tammy Carrera, Tribal Council Secretary
WALKER RIVER PAIUTE TRIBE



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Problems There. Solved Here

Formerly Huffman & Carpenter, Inc.

401 Court Street, McCarran Mansion - 2nd Floor, Reno, Nevada, 89501 * (775) 828-1991 * Fax (775) 828-2302

This contract is entered into between 7Q10, Inc. (7Q10) and the Walker River Paiute Tribe (Tribe), as indicated below on the date set forth below. Pursuant to Walker River Paiute Tribal Council Resolution No. WR-90-2013, the Chairman of the Walker River Paiute Tribe is authorized to sign this contract on behalf of the Tribe.

1. General Services Provided. 7Q10 will compile the necessary documentation and coordinate with appropriate parties to provide the products/services as specifically described in the Scope of Work attached as Exhibit A.
2. Personnel. 7Q10 will rely upon various employees and consultants to work on the Project. A list of certain personnel who may be utilized on the Project is set forth in the attached Scope of Work. This list describes the individual's hourly rate and area of specialization. The cost of such employees and consultants shall not exceed the total price of this contract, as set forth in Paragraph 3 hereof.
3. Professional Fees and Costs. The total price of this Contract is \$30,000.00. 7Q10 conducts its work on a time and materials basis. Professional fees will be charged as set forth in the Scope of Work, or as provided in other consultants' invoices presented to 7Q10. In addition to professional fees for performance of services, 7Q10 also charges for all necessary labor costs and expenses incurred as a result of its performance of services under this agreement, including photocopying, telephone, facsimile, travel, lodging and miscellaneous expenses. The total of all charges associated with carrying out the obligations of 7Q10 under this Contract shall not exceed the total Contract price. The fees and costs billed by 7Q10 shall be determined by the actual work performed and expenses incurred; 7Q10 shall obtain written authorization from the Tribe for all work which exceeds the Contract price prior to commencing such additional work.
4. Terms of Payment. 7Q10 will charge for the services performed pursuant to invoices submitted on a monthly basis. All invoices are payable immediately upon receipt. To ensure project payment, 7Q10 will provide the Tribe with a projected work schedule and projected "to-be-invoiced" amount per month. From these projections the Tribe will secure funding advances in accordance with the funding agreement between the Tribe and the United States Environmental Protection Agency ("EPA") for the payment of work to be performed. If 7Q10 does not receive payment within 45 days of submitted invoice for work performed, it has the right to stop all work until the invoice is brought current. Additionally, if for any reason the Tribe cannot meet the 45 day payment deadline, 7Q10 will be notified immediately and stop work until the action is resolved.
5. Insurance. 7Q10 maintains complete workers' compensation in the amounts statutorily required by the State of Nevada, employer's liability in the amount of \$1,000,000 per incident, general liability in the amount of \$1,000,000 per occurrence for bodily injury, personal injury and property damage, errors and omissions liability in the amount of \$1,000,000 per occurrence, and auto insurance in the amount of \$1,000,000. 7Q10 will provide a copy of the cover sheet to all policies at the Tribe's request.

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6. Miscellaneous Provisions. (a) The Tribe agrees to hold 7Q10 free and harmless from any and all claims, and shall indemnify 7Q10 for any claim arising from any negligent act of omission on the part of the Tribe. (b) Although certain of the obligations set forth in this agreement may, by necessity, be performed in states or countries beyond the State of California, this agreement shall be in all respects interpreted, governed by, and construed in accordance with the laws of the Walker River Paiute Tribe and any applicable federal and state law. (c) If any provisions in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

7. Legal Action. If a dispute arises between 7Q10 and the Tribe regarding the performance of any obligation under this Contract, 7Q10 and the Tribe expressly agree that resolution of such dispute shall be in the Tribal Court of the Walker River Paiute Tribe. The Tribe hereby consents to a limited waiver of sovereign immunity only in Tribal Court for the sole purpose of resolution of disputes regarding the performance of any obligation under this Contract. 7Q10 hereby consents to Tribal Court jurisdiction for the sole purposes of resolution of disputes regarding the performance of any obligation under this Contract. The prevailing party shall be entitled to recover attorneys fees and court costs from the opposing party in any amount the Tribal Court determines to be reasonable. Except as otherwise provided in this Paragraph 7, nothing in this Contract shall constitute a waiver of the Tribe's sovereign immunity.

8. General Conditions. 7Q10 will rely upon the Tribe to perform certain conditions, including such following conditions and any special conditions set forth in (9.) below, as may be necessary: (a) The Tribe's designated project officer and/or representative shall closely coordinate with 7Q10 regarding changes in the Project, scheduling, or unanticipated problems. Changes to the proposed work effort of 7Q10 will be authorized in writing as quickly as possible. (b) The Tribe will promptly notify 7Q10 in writing should any changes in conceptual designs, engineering specifications, or physical control of the Project change at any time. (c) The Tribe will provide 7Q10 with all materials in its possession that the Tribe determines to be relevant to the services to be performed by 7Q10. (d) The Tribe will allow 7Q10 to review and approve any document or work product which uses or incorporates any portion of any work product produced by 7Q10 before their release to any person(s). The Tribe further agrees to allow 7Q10 to correct client interpretation or representation of the technical content of the work produced by 7Q10.

9. Conditions as Necessary. In order for 7Q10 to complete the Scope of Work, the Tribe agrees to provide 7Q10 with the following items if available, as initialed: (a) Current color and/or color infrared aerial photograph of the property enlarged to a scale of 1" = 200'; and/or A reproducible copy of a contour elevation map of the property, rectified to the aerial photograph described above, at a scale of 1" = 200' with two foot contour interval lines; and/or (b) Relevant aerial photographs and topographic maps that may be in the Tribe's files or the Tribe's consultant's files. (c) Relevant information that the Tribe or the Tribe's consultants have developed on the history of the site, with respect to past diking, ditching, draining, filling, dredging and land use (e.g., farming) activities, to the extent the Tribe determines that such information may be divulged. (e) Relevant information that the Tribe or the Tribe's consultants have developed on the physical nature of the soils (e.g., gravel, sand, silt, clay, construction rubble, garbage, etc.) at the site, to the extent the Tribe

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determines that such information may be divulged. (f) Relevant information that the Tribe or the Tribe's consultants have developed on the botanical and zoological aspects of the site, to the extent the Tribe determines that such information may be divulged. (g) Relevant information that the Tribe or the Tribe's consultants have developed, or are in the process of preparing, for other regulatory actions that may be relevant to fulfilling requirements of the Clean Water Act (i.e., NPDES permit), to the extent the Tribe determines that such information may be divulged. (h) Copies of project description materials and general design drawings.

10. Deliverable Materials and Ownership of Documents. (a) 7Q10, shall deliver all work that it is obligated to perform under this Contract to the Tribe by the dates provided in Exhibit A. 7Q10 shall consult with the Tribe from time to time so as to keep the Tribe informed regarding its progress in completing the work it is obligated to perform under this Contract. (b) All documents that 7Q10 produces in carrying out its obligations under this Contract shall belong to 7Q10 until such a time as these materials have been paid for. After payment, documents shall belong to the Tribe, and 7Q10 shall not distribute such work product to anyone other than the Tribe without the Tribe's express written consent. Nor shall 7Q10 distribute any documents the Tribe provides to 7Q10 for purposes of carrying out 7Q10's obligations under this Contract to anyone other than the Tribe without the Tribe's express written consent.

By our signatures below, we agree to the terms and conditions set forth in this Contract.

7Q10, Inc.
Name Lori Carpenter, PWS
Title: President
Date:

Walker River Paiute Tribe

Name 
Chairman

Date: 12/4/2013

88-0393273 7Q10's Federal Tax ID No.

Nevada 7Q10's State of Incorporation

NAME AND ADDRESS WHERE BILLINGS ARE TO BE SENT:

Print Name: Walker River Paiute Tribe

Title: R. Begay, NPS Coordinator

Mailing Address: P.O. Box 402

City: Schurz State: Nevada Zip: 89427

Telephone: Fax: Special Invoicing Requirements (if applicable):

Reference Client Project ID: Watershed Plan, WR-90-2013